



CITY COUNCIL AGENDA REPORT

MEETING DATE: January 20, 2009

ITEM NUMBER: **VI-16**

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT TO TRANSFER OR PURCHASE EQUIPMENT OR SERVICES FOR THE FY 2008 URBAN AREAS SECURITY INITIATIVE (UASI)

DATE: DECEMBER 10, 2008

FROM: FINANCE DEPARTMENT – GRANT ADMINISTRATION

PRESENTATION BY: LYNDA M. JENKINS, GRANT ADMINISTRATOR

FOR FURTHER INFORMATION CONTACT: LYNDA JENKINS
(714) 754-5062

RECOMMENDED ACTION:

- 1) Adopt a resolution that authorizes the city manager or his designee to execute the Agreement to Transfer or Purchase Equipment or Services for the FY 2008 Urban Areas Security Initiative Grant (UASI).
- 2) Authorize the Police Department to accept FY 2008 UASI reimbursement funds allocated to the City of Costa Mesa in an amount not to exceed \$54,750. This amount will reimburse training costs included but not limited to tuition, overtime, and backfill for pre-approved Office of Domestic Preparedness-approved training for police, fire, and city personnel.
- 3) Approve Budget Adjustment No. 09-XXX for appropriation of the grant funds to the Police Department's operating budget.

BACKGROUND:

In late 2005, the City of Santa Ana and Anaheim were selected as the core cities and administrators of the Urban Areas Security Initiative Grant (UASI). The City of Anaheim Police Department is assigned the administration of the UASI Grant from the Department of Homeland Security for 2009. The City of Costa Mesa falls within the boundaries of the FY 2008 Santa Ana/Anaheim Urban Area and as a member of this Urban Area, the city is eligible to apply for reimbursement of funds expended for any authorized Department of Homeland Security (DHS) approved equipment, services or training costs. The FY 2008 UASI Grant is a reimbursement grant meaning cities must expend their own funds for equipment, services or training costs, and then apply for reimbursement of these

expenditures. In an effort to ensure each city does not expend funds for equipment, services or training costs that are not allowable under the FY 2008 UASI Grant, each city will be required to obtain prior written approval from the Homeland Security Division of the Anaheim Police Department for expenditures it plans to submit for reimbursement.

ANALYSIS:

The City of Costa Mesa falls under the auspices of the Anaheim Police Department for the purposes of receiving grant monies from the Urban Areas Security Initiative. The grant is to fund approved, terrorism-related, Office of Domestic Preparedness and Office of Homeland Security equipment and training. This grant provides for up to \$54,750 for reimbursable training costs.

The Police Department's Training Bureau, with the assistance of the Finance Department, tracks city expenditures associated with this reimbursable training grant. City personnel from the Police, Fire, and Administrative Services and Finance Departments have benefited from this training. If approved, the Police Department will continue to process all the reimbursement requests to UASI Grant staff on behalf of the city. Reimbursable training is planned to be accomplished before the end of the grant period (December 31, 2009).

ALTERNATIVES CONSIDERED:

The City Council could elect not to accept the reimbursable funds made available through the FY 2008 UASI Grant. This would mean any previously completed reimbursable training, and any additional reimbursable training under consideration, would have to be expensed to the city's current budget.

FISCAL REVIEW:

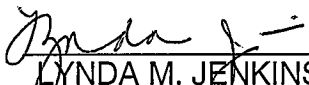
This agreement will generate additional revenue for the city to offset training costs associated with terrorism and disaster-related preparedness. There are no matching funds required.

LEGAL REVIEW:

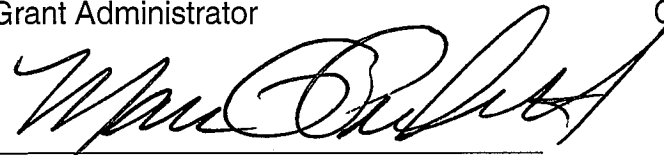
The City Attorney's Office has reviewed the agreement between the City of Anaheim and the City of Costa Mesa and has approved it as to form.

CONCLUSION:

Staff recommends City Council adopt the attached resolution and authorize the Police Department to accept FY 2008 UASI reimbursement funds allocated to the City of Costa Mesa in an amount not to exceed \$54,750. This amount will reimburse training costs included but not limited to tuition, overtime, and backfill for pre-approved Office of Domestic Preparedness-approved training for police, fire, and city personnel.


LYNDA M. JENKINS
Grant Administrator


CHRISTOPHER SHAWKEY
Chief of Police


MARC R. PUCKETT
Director of Finance

DISTRIBUTION: City Manager
City Attorney
Finance Director
City Clerk
Police Training
Fire Training

ATTACHMENTS: 1 Council Resolution
2 Agreement to Transfer or Purchase Equipment or Services
for FY 2008 UASI
3 Budget Adjustment No. 09-XXX

UASI FY 2008

12-10-2008

10:00 PM

RESOLUTION NO. 09-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT TO TRANSFER OR PURCHASE EQUIPMENT OR SERVICES FOR THE FY 2008 URBAN AREAS SECURITY INITIATIVE GRANT (UASI).

THE CITY COUNCIL OF THE CITY OF COSTA MESA HEREBY RESOLVES AS FOLLOWS:

WHEREAS, the U.S. Department of Homeland Security (DHS), has made funds available through the FY 2008 Urban Areas Security Initiative (UASI) to provide resources for equipment, training, planning and exercise needs of select high threat urban areas; and

WHEREAS, the city of Costa Mesa wishes to participate in the FY 2008 Urban Areas Security Initiative; and

WHEREAS, the City of Costa Mesa has been awarded up to \$54,750 in training reimbursement funds for FY 2008; and

NOW, THEREFORE, BE IT RESOLVED that, the City Council of Costa Mesa hereby authorizes the City Manager or his designees to execute the Agreement to Transfer or Purchase Equipment or Services for the FY 2008 Urban Areas Security Initiative Grant (UASI).

PASSED AND ADOPTED this 6th day of January, 2009.

Allan R. Mansoor, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Folcik, City Clerk

Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF COSTA MESA) ss

I, JULIE FOLCIK, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 09-_____ and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 6th day of January, 2009, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 7th day of January, 2009.

JULIE FOLCIK, CITY CLERK

(SEAL)

1 AGREEMENT FOR TRANSFER OR PURCHASE
2 OF EQUIPMENT/SERVICES OR FOR REIMBURSEMENT OF TRAINING COSTS
3 FOR FY08 URBAN AREAS SECURITY INITIATIVE (UASI)
4

5 THIS AGREEMENT is entered into this December 4, 2008, dated for purposes of
6 identification only, is made and entered into by and between the

7 CITY OF ANAHEIM, a municipal corporation,
8 hereinafter referred to as "ANAHEIM,"

9 A
10 N
11 D

City of Costa Mesa,
 hereinafter referred to as "SUBGRANTEE".

12 WHEREAS, ANAHEIM, acting through the Anaheim Police Department in its capacity
13 as the Core City for the North Orange County Urban Area under the FY08 Urban Areas Security
14 Initiative, has applied for, received and accepted certain grants entitled "FY08 Urban Areas Security
15 Initiative" (UASI) from the Federal Emergency Management Agency Grant Programs Directorate
16 (formerly named the Department of Homeland Security, Office of Grants and Training), through the
17 State of California, Office of Homeland Security, to enhance countywide emergency preparedness,
18 hereinafter referred to as "the Grant," as set forth in the Grant Guidelines, copies of which are attached
19 hereto as Attachments A, B and C and incorporated herein by reference; and

20 WHEREAS, the terms of the Grant require that ANAHEIM use certain grant funds to i)
21 purchase equipment, technology or services that will be transferred to SUBGRANTEE to be used for
22 grant purposes, and/or ii) train members of SUBGRANTEE in a manner consistent with the Grant.

23 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

24 I. PURCHASE OF EQUIPMENT OR SERVICES

25 1. As more specifically set forth herein, ANAHEIM may transfer to SUBGRANTEE, or
26 SUBGRANTEE shall purchase, the equipment or services as specified in Attachment D attached hereto
27 and incorporated herein by reference, in accordance with the Grant Guidelines and the Grant
28 Assurances, a copy of which are attached hereto as Attachment E and incorporated herein by reference.

1 When purchasing Grant equipment, SUBGRANTEE shall comply with all of SUBGRANTEE's
2 purchasing and bidding procedures and applicable state law.

3 2. Prior to making any purchase of equipment or services, SUBGRANTEE shall obtain
4 written approval from ANAHEIM in a form to be mutually agreed upon by ANAHEIM and
5 SUBGRANTEE.

6 3. Throughout its useful life, SUBGRANTEE shall use any equipment acquired with Grant
7 funds only for those purposes permitted under the terms of the Grant, and shall make any equipment
8 purchased or transferred to SUBGRANTEE under the Grant available for mutual aid response to other
9 governmental entities in emergency situations to the maximum extent practicable.

10 4. SUBGRANTEE shall exercise due care to preserve and safeguard equipment in its
11 possession or control acquired with Grant funds from damage or destruction and shall provide regular
12 maintenance and such repairs for said equipment as are necessary, consistent with any warranty or
13 owner's manual, in order to keep said equipment continually in good working order. Such maintenance
14 and servicing shall be the sole responsibility of SUBGRANTEE, which shall assume full responsibility
15 for maintenance and repair of the equipment throughout the life of said equipment.

16 5. If equipment acquired with Grant funds becomes obsolete or unusable, SUBGRANTEE
17 shall notify ANAHEIM of such condition. SUBGRANTEE shall transfer or dispose of Grant-funded
18 equipment only in accordance with the instructions of ANAHEIM or the agency from which ANAHEIM
19 received the grant funds.

20 II. REIMBURSEMENT OF TRAINING COSTS

21 1. SUBGRANTEE shall be allocated a specified amount of funds to be used for training
22 purposes pursuant to the Grant Guidelines and terms of this Agreement. SUBGRANTEE may seek
23 reimbursement from ANAHEIM in accordance with the terms and conditions of this Agreement. Any
24 training expenditure that exceeds the amount allocated to SUBGRANTEE shall be the sole
25 responsibility of SUBGRANTEE.

26 2. If additional Grant funds become available for training purposes or if training funds are
27 reduced, ANAHEIM shall notify SUBGRANTEE, in writing, of the revised training budget.
28 SUBGRANTEE shall be responsible for limiting training for which it seeks reimbursement so as not to
exceed its revised allotment.

1 3. Prior to incurring any expense for training for which reimbursement will be sought
2 pursuant to this Agreement, SUBGRANTEE shall obtain written approval from ANAHEIM.
3 SUBGRANTEE shall complete the State of California, "Request for Training Form," and submit a copy
4 of the same, with the tracking and feedback number, to ANAHEIM. The, "Request for Training Form"
5 is found at <http://www.anaheim.net/police/uasi.asp>.

6 4. SUBGRANTEE acknowledges that only Office of Domestic Preparedness ("ODP")
7 approved classes qualify for reimbursement.

8 5. SUBGRANTEE agrees to comply with Attachments A, B, C and E in seeking
9 reimbursement for training, including, but not limited to the overtime and backfill requirements as
10 outlined in Attachments A, B and C.

11 III. GENERAL PROVISIONS

12 1. SUBGRANTEE shall submit an invoice for equipment or services, or in the case of
13 training, a training reimbursement application in the form attached hereto as Attachment F and
14 incorporated herein by reference, to ANAHEIM as soon as practical, but in no event later than thirty
15 (30) days after receipt of the invoice or completion of the training.

16 2. ANAHEIM shall have ninety (90) days from receipt of an invoice or training
17 reimbursement application to reimburse SUBGRANTEE.

18 3. SUBGRANTEE agrees to comply with and be fully bound by all applicable
19 provisions of the Grant and Attachments A through E to this Agreement, and shall be fully responsible
20 for payment of items purchased or for any training costs that do not adhere thereto.

21 4. In the event of an audit of purchases made or training undertaken with Grant funds by
22 any authorized agency, SUBGRANTEE agrees to cooperate fully with such audit. If such audit
23 disallows payment to ANAHEIM in whole or part for any item procured for or by SUBGRANTEE or
24 for any training costs incurred by SUBGRANTEE and requires ANAHEIM to reimburse the Grantor,
25 SUBGRANTEE shall, within thirty (30) days of notification by ANAHEIM of such audit determination,
26 pay to ANAHEIM any amount for which reimbursement to ANAHEIM was disallowed.

27 5. SUBGRANTEE agrees to indemnify, defend and save harmless ANAHEIM and the
28 agency from which ANAHEIM received grant funds, and their officers, agents and employees from any
and all claims and losses accruing or resulting to any and all contractors, subcontractors, laborers, and

any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with SUBGRANTEE's performance of this Agreement, including the terms of the Grant, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by SUBGRANTEE in the performance of this Agreement.

6. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by duly authorized representatives of both parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

7. SUBGRANTEE may not assign this Agreement in whole or in part without the express written consent of ANAHEIM.

8. For a period of three years after final delivery hereunder or until all claims related to this Agreement are finally settled, whichever is later, SUBGRANTEE shall preserve and maintain all documents, papers and records relevant to the equipment acquired or training undertaken in accordance with this Agreement. With respect to training, such documents, papers and records shall include those relevant to the training costs, overtime, backfill, travel costs and per diem expenses. For the same period of time, SUBGRANTEE shall make said documents, papers and records available to ANAHEIM and the agency from which ANAHEIM received Grant funds or their duly authorized representative(s), for examination, copying, or mechanical reproduction on or off the premises of SUBGRANTEE, upon request during usual working hours.

9. SUBGRANTEE shall provide to ANAHEIM all records and information requested by ANAHEIM for inclusion in quarterly reports and such other reports or records as ANAHEIM may be required to provide to the agency from which ANAHEIM received Grant funds or other persons or agencies.

10. ANAHEIM may terminate this Agreement and be relieved of the delivery of any consideration to SUBGRANTEE if a) SUBGRANTEE fails to perform any of the covenants contained in this Agreement, at the time and in the matter herein provided, or b) ANAHEIM loses funding under the Grant.

11. SUBGRANTEE and its agents and employees and independent contractors shall act in an independent capacity in the performance of this Agreement, and shall not be considered officers, agents or employees of ANAHEIM or of the agency from which ANAHEIM received Grant funds.

1 12. In the performance of this Agreement, SUBGRANTEE and its officers, agents,
2 employees shall comply with by all applicable federal, state and local laws, including all applicable
3 statutes, regulations, executive orders and ordinances.

4 IN WITNESS WHEREOF, the parties have executed this Agreement in the City of
5 Anaheim, County of Orange, State of California.

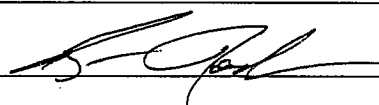
6 DATE OF EXECUTION:

CITY OF ANAHEIM,
a municipal corporation,

7
8 By _____
Chief of Police

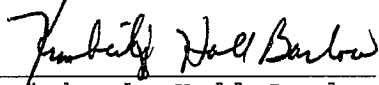
9
10 "ANAHEIM"

11 DATE OF EXECUTION:

12 _____,
13 By 

14 APPROVED AS TO FORM:

Printed Name Allan Roeder

15 
Kimberly Hall Barlow

Title City Manager

16 APPROVED AS TO FORM:

"SUBGRANTEE"

17
18 _____
19 Cristina L. Talley
Sr. Assistant City Attorney

20 Date:
21 _____
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23
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27
28

ORIGINAL



**FY08 Anaheim/Santa Ana UASI
Grant Management Memo - 2008-01**

The Federal HSGP Guide for FY2008 in Appendix F states the following:

“Prior to the transition to FEMA, the former Office of Grants and Training preparedness programs followed The Department of Justice’s codified regulations, 28 CFR and the OGO Financial Management Guide. The former Office of Grants and Training is now within FEMA and all preparedness programs will follow FEMA’s codified regulations, 44 CFR.”

The assurances titled “Office of Homeland Security FY08 Grant Assurances” have some references to 28 CFR. The State Office of Homeland Security is aware of the discrepancy and is currently working with FEMA’s Grant Programs Directorate and plans to release clarification to these assurances at a later date. As soon as the Anaheim/Santa Ana UASI Offices receive this clarification they will forward it to their Sub-Recipients.

The Anaheim/Santa Ana UASI Offices acknowledge the Federal guidance. We direct our Sub-Recipients to sign the assurances in their current format, follow relevant sections and comply with FEMA by following 44 CFR where appropriate.

Respectfully,

Sergeant Brian McElhaney
Anaheim Police Department

Office of Homeland Security

FY08 Grant Assurances

(All HSGP Applicants)

Name of Applicant: City of Costa Mesa

Address: 77 Fair Dr.

City: Costa Mesa State: Ca Zip Code: 92626

Telephone Number: 714-754-5062 Fax Number: 714-754-5040

E-Mail Address: l.jenkins@ci.costa-mesa.ca.us

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Has the legal authority to apply for federal assistance, and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the federal Department of Homeland Security and sub-granted through the State of California, Governor's Office of Homeland Security (OHS).
2. Will assure that grant funds are only used for allowable, fair, and reasonable costs and is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System).
3. Will give the federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, through any authorized representative, access to and the right to examine all paper or electronic records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
4. Agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.
5. Will provide progress reports and such other information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP) within 45 (forty-five) days of the award, and update via a report in the Grant Reporting Tool (GRT) twice each year.
6. Will initiate and complete the work within the applicable time frame after receipt of approval from OHS.
7. Will comply with FEMA's codified regulation 44 Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including part 13.1 regarding the payment of interest earned on advances.

8. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business or other ties.
9. Agrees that to the extent contractors or subcontractors are utilized, grantees and subgrantees shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
10. Will comply with 2 CFR 215.25, and will notify OHS of any developments that have a significant impact on award-supported activities, including changes to key program staff.
11. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
12. Understands and agrees Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from FEMA.
13. Will comply with all federal statutes relating to Civil Rights and Nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin.
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of gender.
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps.
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age.
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse.
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - g. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
 - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.
 - i. Title 28, Code of Federal Regulations, Part 42, Subparts C, D, E and G.
 - j. Title 28, CFR, Part 35.
 - k. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made, and
 - l. Title 44 CFR Parts 7, 16, and 19 relating to nondiscrimination.
 - m. The requirements on any other nondiscrimination statute(s) which may apply to the application.
 - n. Will, in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.

- o. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
 - p. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provision of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.
- 14. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of federal participation in purchases. Will also comply with Title 44 Code of Federal Regulations, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and federally-assisted programs.
- 15. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 (ten thousand dollars) or more.
- 16. Will comply with all applicable Federal, State, and local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements.
- 17. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of FEMA/OHS, including but not limited to communications towers, physical security enhancements, new construction and modifications to buildings that are 50 (fifty) years old or more. Any construction related activities initiated prior to full environmental and historic preservation (EHP) review will result in a non-compliance finding. If ground disturbing activities occur during the project implementation, the recipient must ensure monitoring of the ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease activity in that area and notify OHS/FEMA and the appropriate State Historic Preservation Office.
- 18. Will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities, and will notify OHS and the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- 19. Will provide any information requested by FEMA/OHS to insure compliance with applicable laws including the following:
 - a. Institution of environmental quality control measures under the National Environmental Policy Act, National Historical Preservation Act, Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains

- (EO11988), Wetlands (11990) and Environmental Justice (12898) and Environmental Quality (EO11514).
- b. Title 44 CFR Parts 9 and 10, referencing floodplain management and environmental considerations.
 - c. Notification of violating facilities pursuant to EO 11738.
 - d. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.).
 - e. Conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.).
 - f. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
 - g. California Environmental Quality Act (CEQA). California Public Resources Code Sections 21080-21098. California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
 - h. Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 - i. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
 - j. Will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements.
 - k. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of FEMA/OHS, including but not limited to communications towers, physical security enhancements, new construction and modifications to buildings that are 50 (fifty) years old or more.
20. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447 and 2448.
21. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*
22. Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the submitted application for federal assistance and after the receipt of federal financial assistance, through the State of California, agree to the following:
- a. Promptly return to the State of California all the funds received which exceed the approved, actual expenditures as accepted by the federal or state government.
 - b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
 - c. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per federal fiscal year.

23. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
24. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
25. Will comply, if applicable, with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
26. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
27. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
28. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction sub-agreements.
29. Agrees that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - b. If any other funds than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a Member of Congress in connection with the federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
30. Agrees that equipment acquired or obtained with grant funds:
 - a. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the

- various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
- b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
31. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-federal funds.
32. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A-21, A-87, A102, A-110, A-122, and A-133, E.O. 12372 and the current Administrative Requirements, Cost Principles, and Audit Requirements. Will also comply with Title 28, Code of Federal Regulations, Parts 66 and 70, that govern the application, acceptance and use of Federal funds for federally assisted projects.
33. Will comply with provisions of 28 CFR applicable to grants and cooperative agreements, Including:
- a. Part 18, Administrative Review Procedures.
 - b. Part 20, Criminal Justice Information Systems.
 - c. Part 22, Confidentiality of Identifiable Research and Statistical Information.
 - d. Part 23, Criminal Intelligence Systems Operating Policies.
 - e. Part 30, Intergovernmental Review of Department of Justice Programs and Activities.
 - f. Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services.
 - g. Part 38, Equal Treatment of Faith-based Organizations.
 - h. Part 63, Floodplain Management and Wetland Protection Procedures.
 - i. Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures.
 - j. Part 61, Procedures for Implementing the National Environmental Policy Act.
 - k. Part 64, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
 - l. Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
 - m. Part 67, Government-Wide Debarment and Suspension (Non-Procurement).
 - n. Part 69, New Restrictions on Lobbying.
 - o. Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations.
 - p. Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).
34. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.
35. Agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
36. Will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.

37. Will comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide and the current US Department of Homeland Security (DHS) Financial Management Guide.
38. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2008 Homeland Security Grant Program Guidance and Application Kit, and the California Supplement to the FY 2008 Homeland Security Grant Program Guidance and Application Kit. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2008 Homeland Security Grant Program application. Further, use of FY08 funds is limited to those investments included in the California FY08 Investment Justifications submitted to DHS/FEMA and evaluated through the peer review process.
39. Acknowledges that FEMA reserves a royalty-free, non exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. the recipient agrees to consult with GPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
40. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."
41. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510
- a. The applicant certifies that it and its principals:
- (i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
 - (ii) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

42. Agrees to comply with the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620 and certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The grantee's policy of maintaining a drug-free workplace.
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice, Office of Justice Programs,
ATTN: Control Desk,
633 Indiana Avenue, N.W.,
Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected grant.

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted.
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

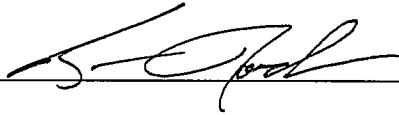
43. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

44. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Signature of Authorized Agent: _____



Printed Name of Authorized Agent: _____

Allan Roeder

Title: _____

City Manager

Date: _____

12-22-08

Unit CITY	Department Police	Division Technical Services	Serial Number 09-017				
Type of Transaction <input checked="" type="checkbox"/> Revenue Estimate <input checked="" type="checkbox"/> Estimate Increase <input type="checkbox"/> Estimate Decrease <input checked="" type="checkbox"/> Source <input type="checkbox"/> From Existing Budget Appropriations <input checked="" type="checkbox"/> From Donations, Fees, or Grants <input type="checkbox"/> From Unappropriated Fund Balance	Reason for Request: To increase revenue and appropriate FY 2008 Urban Areas Security Initiative (UASI) grant funds for the reimbursement of training costs, as recommended to Council at their Jan 20, 2009 meeting.						
<input checked="" type="checkbox"/> Expenditure Appropriation <input type="checkbox"/> Intra-Departmental Transfer <input type="checkbox"/> Inter-Departmental Transfer <input type="checkbox"/> Project-To-Project Transfer <input checked="" type="checkbox"/> Appropriation Increase <input type="checkbox"/> Appropriation Decrease	Fund	Organization	Program	Project/Grant	Increase	Decrease	
CITY	430199	Other Federal Grants – UASI	101	15200	71005	-	\$54,750
CITY	505500	Professional Development	101	15200	71005	-	54,750
-	-	-	-	-	-	-	-
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Department Authorization:							
Department Director _____ Date _____						Director of Finance _____ Date _____	
Budget Verification: The above information has been reviewed, is complete and accurate, and the appropriations and/or unappropriated funds are sufficient to support the request. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						City Manager Action: <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required _____ City Manager City Council Action: <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required _____ Date _____	